



Easton Area Public Library and District Center

Founded 1811

515 Church Street
Easton, Pennsylvania 18042-3587

Phone: (610) 258-2917
Fax: (610) 253-2231
www.eastonpl.org

December 20, 2006

FCC
Office of the Secretary
445 12th Street, SW
Room TW-A325
Washington, DC 20554

FILED/ACCEPTED
JAN 16 2006
Federal Communications Commission
Office of the Secretary

Applicant Name: Easton Area Public Library
Billed Entity Number: 125913
Form 471 Application Number: 498984
Funding Request Number: 1373428

CC Docket # 02-6

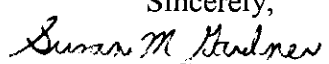
To Whom It May Concern,

Please review this packet and contact me if you need any more information. The contract was for a 3 year time period. In the middle of this period, the library purchased another T1 line. An extension of the contract was done at that time, and so I changed the end date for the contract to match the new extended contract date.

When you fill out the Form 470 there is an area that denotes an optional extension of contract. Since that is what the library did, I used the new ending date for the extended contract and didn't fill out a new Form 470 because I didn't know we were going to extend the existing contract within the specified time frame of 7/1/2005-6/30/2006.

Below is my contract information.
Phone: 610-258-2917 x.383
Fax: 610-253-2231
Email: susang@eastonpl.org

Thank you for your time.

Sincerely,

Susan M. Gardner
Coordinator of Adult Services

0
List A B C D E



Easton Area Public Library and District Center

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515 Church Street
Easton, Pennsylvania 18042-3587

Phone: (610) 258-2917
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October 4, 2006

USAC
Schools & Libraries Division- Correspondence Unit
100 S. Jefferson Road
P.O. Box 902
Whippany, NJ 07981

Name: Susan M. Gardner
Address: Easton Area Public Library
515 Church Street
Easton, PA 18042
Telephone Number: 610-258-2917 x383
Fax Number: 610-253-2231
Email Address: susang@eastonpl.org

**THIS IS AN APPEAL REGARDING FUNDING COMMITMENT FOR THE
YEAR 2006-2007 FOR TELEPHONE SERVICE FOR THE AMOUNT OF
\$1350.00.**

PLEASE NOTE THE FOLLOWING INFORMATION :

Appellant Name: Easton Area Public Library
Applicant Name: Easton Area Public Library
Service Provider Name: US LEC Communications, Inc.
Applicant BEN: 125913
Service Provider Identification Number: SPIN: 143010240
Form 471 Application Number 498984 as assigned by USAC
Funding Commitment Decision Letter for Funding Year 2006: See attached
Exact Text of the Decision That I am Appealing: **"The contract expiration date on
Form 471 for the current funding year has changed from what was reported on the
previous year's Form 471".**

SEE ATTACHED COPIES OF CONTRACTS, ETC.

Susan M. Gardner
Susan M. Gardner
Coordinator of Adult Services



Universal Service Administrative Company
Schools & Libraries Division

FUNDING COMMITMENT DECISION LETTER
(Funding Year 2006: 07/01/2006 - 06/30/2007)

September 19, 2006

Susan M. Gardner
EASTON AREA PUBLIC LIBRARY
515 CHURCH STREET
EASTON, PA 18042

Re: Form 471 Application Number: 498984
Billed Entity Number (BEN): 125913
Billed Entity FCC RN: 0011695228
Applicant's Form Identifier: 1PHONE0607

Thank you for your Funding Year 2006 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$1,350.00 is "Denied."

Please refer to the Report on the page following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file Form 486 (Receipt of Service Confirmation Form). A guide that provides a definition for each line of the Report precedes the Report.

A list of Important Reminders and Deadlines is included with this letter to assist you throughout the application process.

NEXT STEPS

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements
- Review CIPA requirements
- File Form 486
- Invoice USAC using the Form 474 (service provider) or Form 472 (Billed Entity) - as products and services are being delivered and billed

TO APPEAL THIS DECISION:

If you wish to appeal a decision in this letter, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
 - Appellant name,
 - Applicant name and service provider name, if different from appellant,
 - Applicant BEN and Service Provider Identification Number (SPIN),
 - Form 471 Application Number 498984 as assigned by USAC,
 - "Funding Commitment Decision Letter for Funding Year 2006," AND
 - The exact text or the decision that you are appealing.

FUNDING COMMITMENT REPORT
Billed Entity Name: EASTON AREA PUBLIC LIBRARY
BEN: 125913
Funding Year: 2006

Form 471 Application Number: 498984
Funding Request Number: 1373428
Funding Status: Not Funded
Category of Service: Telecommunications Service
Form 470 Application Number: 812730000507147
SPIN: 143010240
Service Provider Name: US LEC COMMUNICATIONS INC.
Contract Number: 124653
Billing Account Number: 129133
Service Start Date: 07/01/2006
Contract Expiration Date: 12/02/2007
Site Identifier: 125913
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$2,700.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$2,700.00
Discount Percentage Approved by the USAC: N/A
Funding Commitment Decision: \$0.00 - Contract Extension Violation
Funding Commitment Decision Explanation: The contract expiration date on Form 471 for the current funding year has changed from what was reported on the previous year's Form 471.
FCDL Date: 09/19/2006
Wave Number: 022
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2007

**Schools and Libraries Universal Service Program
Services Ordered and Certification Form 471
Application Display**

[Refresh Page](#)[Close Print Preview](#)

Block 1: Billed Entity Information

Applicant's Form Identifier:

1PHONE0506

471 Application Number: 452094**Funding Year:** 07/01/2005 -
06/30/2006**Billed Entity Number:**
125913**Cert. Postmark Date:****Form Status:** INCOMPLETE**RAL Date:****Out of Window Letter Date:****Name:** EASTON AREA PUBLIC LIBRARY**Address:** 515 CHURCH STREET**City:** EASTON **State:** PA **Zip:** 18042**Phone:** 610-258-2917 **Ext:****Fax:** 610-253-2231**Contact Name:** Susan M. Gardner**Address:** 515 CHURCH STREET**City:** EASTON **State:** PA **Zip:** 18042**Contact Phone:** 610-258-2917 **Ext:****Contact Fax:** 610-253-2231 **Ext:****E-mail:** susang@eastonpl.org**Contact Mode:** PHONE**Alternate Contact Info.:****Type of Application:** LIBRARY**Ineligible Orgs:** N

Block 2: Impact of Services Ordered on Schools

NOT APPLICABLE AS THIS APPLICATION IS FOR LIBRARY

Block 3: Impact of Services Ordered on Libraries

Number of library patrons to be served: 57848

SERVICE DESCRIPTION	BEFORE ORDER	AFTER ORDER
NO DATA		

Block 4: Worksheets

Worksheet B No: 644448 Library Outlets/Branches: 1
 Sum. Discount (Sum. Column 4): 50 Shared Discount: N/A

1. Library Name: EASTON AREA PUBLIC LIBRARY FSCS: PA 0292 002
 2. Entity Number: 125913
 3. School District where library outlet/branch is located: EASTON AREA SCHOOL DISTRICT
 4. Discount: 50%

Block 5: Discount Funding Request(s)

FRN: 1242492 FCDL Date:	
10. Original FRN: 0	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 812730000507147
13. SPIN: 143010240	14. Service Provider Name: US LEC COMMUNICATIONS INC.
15a. Non-Contracted tariffed/Month to Month Service: N	15b. Contract Number: 124653
15c. Covered under State Master Contract: N	15d. FRN from Previous Year: 0
16a. Billing Account Number: 6102582917	16b. Multiple Billing Account Numbers?: N
17. Allowable Contract Date: 12/02/2004	18. Contract Award Date: 12/02/2004
19a. Service Start Date: 07/01/2005	19b. Service End Date:
20. Contract Expiration Date: 06/30/2008	
21. Attachment #: 1phone0506	22. Block 4 Entity Number: 125913
23a. Monthly Charges: \$420.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$420.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$5,040.00	
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$5,040.00	
23j. % discount (from Block 4): 50	
23k. Funding Commitment Request (23i x 23j): \$2,520.00	

Block 6: Certifications and Signature

FCC Form 471

Do not write in this area.

Appr

Schools and Libraries Universal Service
Description of Services Ordered and Certification Form 471

Estimated Average Burden Hours per Response: 4 hours

This form asks schools and libraries to list the eligible telecommunications-related services they have ordered and estimate the annual charges for the Fund Administrator can set aside sufficient support to reimburse providers for services.

Please read instructions before beginning this application. (You can also file online at www.sl.universalservice.org)
The instructions include information on the deadlines for filing this application.

Applicant's Form Identifier

(Create your own code to identify THIS form 471) 1PHONE0607

Form 471 Application#

(To be assigned by administrator)

498984

Block 1: Billed Entity Information (The "Billed Entity" is the entity paying the bills for the service listed on this form.)

1 a Name of Billed Entity EASTON AREA PUBLIC LIBRARY

2 a Funding Year: July 1, 2006 Through June 30: 2007 Billed Entity Number: 125913

4 a Street Address, P.O. Box, or Routing Number 515 CHURCH STREET

City EASTON

State PA

Zip Code 18042

b Telephone Number 610-258-2917

c Fax Number 610-253-2231

5 a Type of Application

- ☐ Individual School (individual public or non-public school)
☐ School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools)
☒ Library (including library system, library outlet/branch or library consortium as defined under LSTA)
☐ Consortium ☐ Check here if any members of this consortium are ineligible or non-governmental entities

6 Contact Person's Name Susan M. Gardner

First, if the Contact Person's Street Address is the same as in Item 4, check this box. If not, please complete the entries for the Street Address.

b Street Address, P.O. Box, or Routing Number 515 CHURCH STREET

City EASTON

State PA

Zip Code 18042

☐ **c** Telephone Number 610-258-2917

☐ **d** Fax Number 610-253-2231

☒ **e** E-mail Address susang@eastonpl.org

f Holiday/vacation/summer contact information



Entity Number	125913	Applicant's Form Identifier	1PHONE0607
Contact Person	Susan M. Gardner	Phone Number	610-258-2917

This information will facilitate the processing of your applications. Please complete all rows that apply to services for which you are requesting discount information on the FIRST Form 471 you file, to encompass this and all other Forms 471 you will file for this funding year. You need not complete this information on subsequent Forms 471. Provide your best estimates for the services ordered across ALL of your Forms 471.

Schools/school districts complete Item 7. Libraries complete Item 8. Consortia complete Item 7 and/or Item 8.

Block 2: Impact of Services Ordered on Schools

NOT APPLICABLE AS THIS APPLICATION IS FOR LIBRARY

Block 3: Impact of Services Ordered on Libraries

IF THIS APPLICATION INCLUDES LIBRARIES...

BEFORE ORDER

AFTER ORDER

7a Number of students to be served

NO DATA

Worksheet B No: 730939

Library Outlets/Branches: 1

Sum. Discount (Sum. Column 4): 50

Shared Discount: N/A

1. Library Name: EASTON AREA PUBLIC LIBRARY FSCS: PA 0292 002

2. Entity Number: 125913

3. School District where library outlet/branch is located: EASTON AREA SCHOOL DISTRICT 4. Discount

Block 5: Discount Funding Request(s)

FRN: 1373428 FCDL Date:	
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 812730000507147
13. SPIN: 143010240	14. Service Provider Name: US LEC COMMUNICATIONS INC.
15a. Non-Contracted tariffed/Month to Month Service: N	15b. Contract Number: 124653
15c. Covered under State Master Contract: N	15d. FRN from Previous Year: 1242492
16a. Billing Account Number: 129133	16b. Multiple Billing Account Numbers?: N
17. Allowable Contract Date: 12/02/2004	18. Contract Award Date: 12/02/2004
19a. Service Start Date: 07/01/2006	19b. Service End Date:
20. Contract Expiration Date: 12/02/2007	

21. Attachment #: 1phone0607	22. Block 4 Entity Number: 125913
23a. Monthly Charges: \$225.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$225.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$2,700.00	
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$2,700.00	
23j. % discount (from Block 4): 50	
23k. Funding Commitment Request (23i x 23j): \$1,350.00	

Block 6: Certifications and Signature

Application ID:498984

Do not write in this area.

Entity Number	125913	Applicant's Form Identifier	1PHONE0607
Contact Person	Susan M. Gardner	Phone Number	610-258-2917

Block 6: Certifications and Signature

24. ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (check one or both)
- a. ☐ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☒ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools including, but not limited to elementary, secondary schools, colleges, or universities
25. ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed in this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a.	Total funding year pre-discount amount on this Form 471 (Add the entities from Item 23i on all Block 5 Discount Funding Requests.)	\$2,700.00
b.	Total funding commitment request amount on this Form 471 (Add the entities from Items 23K on all Block 5 Discount Funding Requests.)	\$1,350.00
c.	Total applicant non-discount share (Subtract Item 25b from Item 25a.)	\$1,350.00
d.	Total budgeted amount allocated to resources not eligible for E-rate support	\$165,715.00



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2006-2007

November 17, 2006

Susan M. Gardner
Easton Area Public Library and District Center
515 Church Street
Easton, PA 18042-3587

Re: Applicant Name: EASTON AREA PUBLIC LIBRARY
Billed Entity Number: 125913
Form 471 Application Number: 498984
Funding Request Number(s): 1373428
Your Correspondence Dated: October 04, 2006

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2006 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1373428
Decision on Appeal: **Denied**
Explanation:

- Upon thorough review of the appeal letter and relevant documents, USAC has determined that, the contract expiration date on Form 471 Number 498984 for FRN 1373428 changed from what was reported on the previous year's 471. As a result, on June 27, 2006 USAC made a request for additional information from the applicant, including copies of signed and dated contracts. In the response provided to USAC on July 6, 2006, the applicant provided contracts that were not signed and dated by both parties. Therefore, USAC has determined that, at the time you submitted your Form 471 application, you did not have a signed contract in place with your service provider. FCC Rules state that a contract must be signed and dated by both parties. In this case, you have not demonstrated that you have complied with FCC Rules; therefore, the appeal is denied.

- USAC has determined that, at the time you submitted your Form 471 application, you did not have a signed and dated contract for services in place with your service provider(s) for services other than tariffed or month-to-month services. FCC Rules require that applicants submit a completed FCC Form 471 "upon signing a contract for eligible services." 47 C.F.R. sec. 54.504(c). The FCC Rules further require that both beneficiaries and service providers must retain executed contracts, signed and dated by both parties. See Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Fifth Report and Order and Order, 19 FCC Rcd 15808, 15824-26, FCC 04-190 para. 48 (rel. Aug. 13, 2004). The FCC has consistently upheld USAC's denial of funding when there is no contract in place for the funding request. See Request for Review by Waldwick School District, Schools and Libraries Universal Service Support Mechanism, File No. SLD-256981, CC Docket No. 02-6, Order, 18 FCC Rcd. 22994, DA 03-3526 (rel. Nov. 5, 2003). The FCC Form 471 instructions under Block 5 clearly state that you MUST sign a contract for all services that you order on your Form 471 except tariffed services and month-to-month services. See Instructions for Completing the Schools and Libraries Universal Service, Services Ordered and Certification Form, OMB 3060-0806 (November 2004) at page 23.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

US LEC
voice / data / Internet**ADVANTAGE**
Customer Service Agreement

THIS CUSTOMER SERVICE AGREEMENT (this "Agreement") is made by and between:

US LEC OF PENNSYLVANIA INC., a North Carolina corporation ("US LEC"), having a place of business at 3864 Courtney St, Suite 130, Bethlehem, PA, 18017; and

Customer Name: Easton Area Public Library

State of Incorporation: _____

Physical Address: 515 Church Street

City: Easton

State: PA

Zip: 18042

Contact Name: Larry Quick

Title: CIO

Phone: 610-258-2917 x305

Fax: 610-253-2231

Email: larryq@eastonpl.org

Tax Exempt Certificate Number*: _____

* Please attach a copy of your tax-exempt certificate, if applicable. You will be charged tax if this documentation is not provided.

Billing Address (if different): _____

City: _____

State: _____

Zip: _____

This Agreement is subject to the terms and conditions set forth herein, and in any Addendum attached hereto, which are a material part of this Agreement and are applicable to all services ordered hereunder, whether at this time or at a later date. Subject to all such terms and conditions, US LEC agrees to provide, and Customer agrees to receive and pay for, the services identified on Attachment A herein.

Customer selects the following commitments:

Minimum Monthly Usage Commitment (includes local, long distance toll, inbound (Toll Free) and data usage):

Minimum Term Commitment (commencing on Service initiation):

36 months

COMMITMENT LEVEL & TERM DISCOUNTS

Based on the Minimum Monthly Usage Commitment and Minimum Term Commitment, Customers will receive the product specific pricing shown in US LEC's tariffs for local, long distance toll, and/or data services and as detailed below by Customer location.

Contract # 124653

Acct# 129133

Contract signed 12/02/2004 - expires 12/02/2007

2nd year of 3

From: "Kickliter, Michael" <mkickliter@uslec.com>
 To: <larryq@eastonpl.org>
 Date: 10/5/2005 11:22:27 AM
 Subject: US LEC Services

Hi Larry,

Per our conversation below is a list of current monthly and annual costs for your US LEC services as well as the additional monthly and annual costs for the additional T1 & router. All listed costs are BEFORE your e-rate discount. Please feel free to contact me with any questions that you may have.

Best Regards,

Michael Kickliter-US LEC
 888.321.3278 ext. 1520
 484.893.1520 direct
 704.602.1520 fax
 www.uslec.com

EAPL Current Services

	Monthly	Annual
10 channel voice T1/Managed Firewall Securi-T	\$ 420.00 (+ usage)	\$ 5040.00
Internet T1	\$ 1062.11	\$ 12,745.32
Private Line T1 (Palmer)	\$ 368.84	\$ 4426.08
Private Line T1 (Southside)	\$ 368.84	\$ 4426.08
Shared Hosting Windows Gold	\$ 54.95	\$ 659.40
Current Total	\$ 2274.74	\$ 27,296.88

EAPL Additional T1 & Managed Cisco 2620

(US LEC will manage the Router, existing T1 & addtl T as a 2xT1 3Mbps multi-link)

TOTAL	\$ 3512.24	\$ 42,146.88
	3437.24	41246.88

Internet- Year 2 of 3 year contract

Additional Internet - 3 year contract bonded to previous 3 year contract

Voice - 3 year contract - 10-11-2005 - signed by LQM for 36 months
 This is the one that includes the firewall

> 10 channel voice T1/Managed Firewall Securi-T	\$ 420.00 (+ usage)	\$ 5040.00
> Internet T1	\$ 1062.11	\$ 12,745.32
> Private Line T1 (Palmer)	\$ 368.84	\$ 4426.08
> Private Line T1 (Southside)	\$ 368.84	\$ 4426.08
> Shared Hosting Windows Gold	\$ 54.95	\$ 659.40
> Current Total	\$ 2274.74	\$ 27,296.88

>

>

> *****

> EAPL Additional T1 & Managed Cisco 2620 \$ 1237.50 \$ 14,850.00

> (US LEC will manage the Router, existing T1 & addtl T as a 2xT1 3Mbps multi-link)

>

> TOTAL	\$ 3512.24	\$ 42,146.88
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>

>

>

From: "Kickliter, Michael" <mkickliter@uslec.com>
To: <larryq@eastonpl.org>
Date: 10/14/2005 9:27:29 AM
Subject: US LEC T1 Agreement

Hi Larry,

Attached is a pdf file containing the documents for your new US LEC T1 agreement. As usual, any language related to telephone services is non applicable since this agreement is for Internet only and the Minimum monthly commitment pertains to phone service and is filled out solely for processing. FYI, my original quote of \$1237.50 was a high due to me including a 4 WIC instead of 2 WIC Cisco Router. The new price is \$1,162.50. Please print, sign and fax back to the number below. Please feel free to contact me regarding any questions that you may have.

Best regards,

Michael Kickliter-US LEC
888.321.3278 ext. 1520
484.893.1520 direct
704.602.1520 e-fax
www.uslec.com

> <<image.pdf>>

OCT-17-2005 10:50 US LEC
OCT-14-2005 12:35P FROM: EASTON AREA PUB LIB 6102532231

6102319525 P.06
TO: 17046021520 P.6

OCT-14-2005 09:41

US LEC

6102319525 P.06

US LEC®

voice / data / Internet™

Appointment of Agent

Customer Name: Easton Area Public LibraryPhysical Address: 516 Church StCity: EastonState: PAZip: 18042-3557

In connection with this Agreement between US LEC and Customer, Customer hereby appoints US LEC to act as its agent in dealing with any or all of the following:

- a. Local Exchange Carriers
- b. Long Distance carriers, including but not limited to, AT&T Corp, Sprint, and MCI
- c. Other and/or Specialized Common Carriers
- d. Facility Providers
- e. Joint User Groups
- f. Equipment Vendors
- g. Consultants

Solely for the purposes of ordering, changing and/or maintaining US LEC's provision of the Services, provided, however, that US LEC will not change Customer's long distance carrier without Customer's prior written authorization.

THIS AUTHORIZATION SHALL REMAIN IN EFFECT UNTIL MODIFIED OR REVOKED IN WRITING BY CUSTOMER.

610-258-2917

Main Account Billing Telephone Number

All Associated Customer Accounts

Customer: Easton Area Public Library

US LEC of Pennsylvania Inc.

By: *Lawrence J. Quick*By: *Thomas J. Vito*Name: LAWRENCE J. QUICK SR.Name: Thomas J. VitoTitle: COORD OF COMPUTER SERVICESTitle: Dir of SalesDate: 10/14/2005Date: 10/17/05

CONFIDENTIAL

ACSA 4.2

TOTAL P.06



18. **Entire Agreement; Modification; Waiver.** This Agreement and any attachments, exhibits or addenda hereto, and any applicable Published Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach.
19. **Notices.** All notices hereunder shall be in writing and mailed first class certified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (a) if mailed, 3 business days after being deposited in the U.S. Mail or (b) when received, if delivered by hand.
20. **Governing Law.** This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Pennsylvania without regard to its choice of law rules.
21. **Assignment; Miscellaneous.** Customer may not assign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (c) pursuant to any financing, merger or reorganization of US LEC, provided only that the assignee is licensed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous carrier(s), Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic customer lists compiled from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as set forth herein, and those contained in US LEC's Acceptable Use Policy (incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notation on this form or in another instrument previously or hereafter furnished to US LEC) are rejected in their entirety unless expressly agreed to in writing by a US LEC Director or Vice President of Sales.



12. **Special Construction.** Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
13. **Customer Representation.** If Customer is a reseller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
14. **Liability of US LEC; Disclaimer of Warranties.** The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or failure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the interrupted Service(s). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any fraudulent or unauthorized calls originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM. EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. US LEC DOES NOT WARRANT, EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH US LEC AND/OR THROUGH THE INTERNET AS A DIRECT OR INDIRECT RESULT OF US LEC'S SERVICES AND USE OF ANY SUCH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PBX'S ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS AND (B) ITS PHONE EQUIPMENT IS CONFIGURED TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT OF US LEC'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER RELEASES US LEC FROM ALL LIABILITY AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS US LEC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM OR RELATING TO CUSTOMER'S FAILURE TO (A) PROGRAM A PBX TO CORRECTLY ROUTE 911 CALLS OR (B) CONFIGURE ITS PHONE EQUIPMENT TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE.
15. **Credit Information.** Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(ies) of related parties in order to receive the Services.
16. **Service Level Agreements.** Any US LEC Service Level Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (c) is the result of a malicious action by a third party against the Customer or authorized agent, (d) is caused by co-located equipment, facilities, or applications or (e) is caused by an "Act of God" or other "force majeure" event. US LEC reserves the right to amend the US LEC SLA, effective as of the date of US LEC's notice of any such amendment. In the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels or to the remedies available to Customer, Customer may terminate this Agreement without liability on written notice to US LEC during the thirty (30) days following notice of such amendment. In such event Customer shall remain responsible for payment of all amounts incurred through the effective date of termination.
17. **Acceptable Use Policy.** Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.

US LEC®

voice / data / Internet™

7. **Equipment.** (A) US LEC will provide hardware and software owned, leased or developed by, or licensed to US LEC as outlined in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment solely in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest in and to the Equipment, including any intellectual property rights therein. Use of the Equipment may be subject to end-user licenses that are included with the Equipment. Customer will not remove any identification tags or other markings on the Equipment and will not cause, create or suffer any claims, liens, charges or encumbrances or security interests in, on or to the Equipment. With regard to any software components of the Equipment, Customer agrees it will not (i) use or make any copies of the software, (ii) reverse engineer, decompile, or disassemble the software, (iii) sell, resell, transfer, license, sublicense, or distribute the software, or (iv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, that arise out of Customer's failure to comply with the foregoing. (B) Customer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer fails to return the Equipment within that period, US LEC shall have the right to (a) invoice Customer for the full replacement value for the Equipment and/or (b) pursue any other right it may have at law or in equity. The Equipment must be returned in the same condition as when it was originally delivered to Customer, except for customary wear and tear. (C) To the extent US LEC is performing the Services using hardware and/or software owned, leased or licensed by Customer (the "Customer Equipment"), Customer agrees to (a) provide US LEC or its suppliers with such reasonable and safe access to the Customer Equipment as is necessary to perform the Services, (b) secure any licenses, approvals or consents required for US LEC or its suppliers to access or use the Customer Equipment necessary to perform the Services, and (c) meet other physical and environmental requirements. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims (including intellectual property infringement claims), losses, liabilities and damages, including reasonable attorney's fees, that arise out of the Customer's failure to secure the licenses, approvals and/or consents set forth in this section. Customer also agrees Customer will not alter, modify or re-configure the Customer Equipment unless written notice of such is provided to US LEC in advance.
8. **Authorization to Perform Testing; Associated Risks.** Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold US LEC and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Services entail certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Services; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.
9. **Intellectual Property.** US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
10. **Certain Damages.** Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
11. **Toll Free Service.** A Resp.Org. is an agent appointed by a customer to access the national toll free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administering the toll free number(s) in the national database used by the Customer. US LEC provides Resp.Org. functions in accordance with Bell Operating Companies joint tariff for access to the toll free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any customer. Subject to the preceding sentence, Customer may request and agree to pay for US LEC to serve as its Resp.Org. Customer may also request and agree to pay for US LEC to subscribe to Toll Free Directory Listing for the number(s) assigned to Customer. Recurring charges, as specified in the applicable Published Rates, Terms and Conditions shall apply if Customer retains US LEC as Resp.Org. when using another Toll Free service provider. The Customer must place each Toll Free telephone number in actual and substantial use. If the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in the Customer's Resp.Org. in writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. is effective. In the event that a Customer transfers its Service to another Resp.Org., US LEC shall cease to subscribe to Toll Free Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Directory Listing Service is maintained through the new Resp.Org. Customer remains responsible for payment of any outstanding charges for Toll Free Directory Listing(s). Customer is responsible for all outstanding indebtedness for services provided by a previous Resp.Org or for any obligations of Customer to such previous service providers existing at the time of transfer to US LEC.



GENERAL TERMS AND CONDITIONS

1. **Agreement Subject to Tariffs.** This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or may be found at www.uslec.com. Tariffs or price lists, if applicable to a service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
2. **Payment for Services.** Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
3. **Minimum Monthly Commitment.** Customer agrees to pay for the Minimum Monthly Commitment indicated above. In any given month (after the third full month following Service initiation) where actual amounts billed to Customer fall below the Minimum Monthly Commitment, Customer will nonetheless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and alter its rates accordingly, to reflect actual amounts billed to Customer in such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment include voice, data and Internet services. Charges that do not contribute to the Minimum Monthly Commitment include: all charges for all non-recurring charges, such as installation charges, expedite charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other carriers that are not invoiced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
4. **Customer Satisfaction Guarantee.** If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC fails to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
5. **Term: Automatic Renewal.** This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided herein, provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
6. **Termination.** (A) If a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) If, prior to the expiration of the term of this Agreement, Customer terminates this Agreement (other than as provided in Paragraphs 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for: (i) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits, discounts or fee waivers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitable remedy that may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer's breach.

OCT-17-2005 10:49

US LEC

6102319525

P.01

OCT-14-2005 12:31P FROM:EASTON AREA PUB LIB 6102532231

TO:17046021520

P.1

OCT-14-2005 09:40

US LEC

6102319525 P.01

US LEC

voice / data / internet

THIS CUSTOMER SERVICE AGREEMENT (this "Agreement") is made by and between:
US LEC of Pennsylvania Inc. ("US LEC"), having a place of business at 6801 Morrison Blvd, Charlotte, NC 28211; and

Customer Name: Easton Area Public Library
State of Incorporation: _____
Physical Address: 516 Church St
City: Easton State: PA Zip: 18042-3557
Contact Name: Larry Quick Title: _____
Phone: 610-258-2917x305 Fax: 610-253-2231
Email: larryq@eastonpl.org
Tax Exempt Certificate Number: PA. WIN-PROFIT EDUCATIONAL 75-415-802
• (Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)

Billing Address (if different): 516 Church St
City: Easton State: PA Zip: 18042-3557

This Agreement is subject to the terms and conditions set forth herein, and in any Addendum attached hereto, which are a material part of this Agreement and are applicable to all services ordered hereunder, whether at this time or at a later date. Subject to all such terms and conditions, US LEC agrees to provide, and Customer agrees to receive and pay for, the services identified on Attachment A herein (the "Services").

Minimum Monthly Commitment:\$ 500 Customer Initials: LO**Minimum Term Commitment:**36 months Customer Initials: LO**COMMITMENT LEVEL & TERM DISCOUNTS**

Based on the Minimum Monthly Commitment and Minimum Term Commitment, Customer will receive the product specific pricing shown in the Published Rates, Terms and Conditions (hereinafter defined) and herein on Attachment A.

CONFIDENTIAL

ACSA 4.2

P.02

6102319525 P.01/01

6102319525 P. 87

TOTAL NET	* Estimated * Power T MRC Discount 2937.60	
	Estimated * Net MRC Total \$1,162.50	
<p>Special Instructions:</p> <p>This is an order for an additional Internet T1 and Managed Cisco 2620 Router. This T1 to be combined with legacy FASTNET Internet T1 as a 2xT1 multi-link PPP 3Mbps circuit.</p>		
Customer Signature	Date	
UN LBC Representative Signature	Date	

15-02-2020

TOTAL P.01

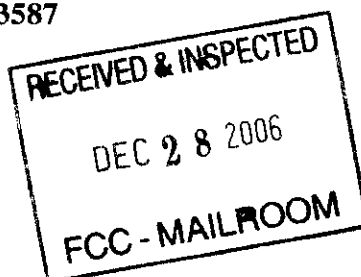


Easton Area Public Library and District Center

Founded 1811

515 Church Street
Easton, Pennsylvania 18042-3587

Phone: (610) 258-2917
Fax: (610) 253-2231
www.eastonpl.org



December 20, 2006

FCC
Office of the Secretary
445 12th Street, SW
Room TW-A325
Washington, DC 20554

Applicant Name: Easton Area Public Library
Billed Entity Number: 125913
Form 471 Application Number: 498298
Funding Request Number: 1371959

CC Docket # 02-6

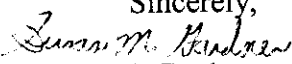
To Whom It May Concern,

Please review this packet and contact me if you need any more information. The contract was for a 3 year time period. In the middle of this period, the library purchased another T1 line. An extension of the contract was done at that time, and so I changed the end date for the contract to match the new extended contract date.

When you fill out the Form 470 there is an area that denotes an optional extension of contract. Since that is what the library did, I used the new ending date for the extended contract and didn't fill out a new Form 470 because I didn't know we were going to extend the existing contract within the specified time frame of 7/1/2005-6/30/2006.

Below is my contract information.
Phone: 610-258-2917 x.383
Fax: 610-253-2231
Email: susang@eastonpl.org

Thank you for your time.

Sincerely,

Susan M. Gardner
Coordinator of Adult Services

No. of Copies rec'd 0
List A B C D E



Easton Area Public Library and District Center

Founded 1811

515 Church Street
Easton, Pennsylvania 18042-3587

Phone: (610) 258-2917
Fax: (610) 253-2231
www.eastonpl.org

APPEAL OF FUNDING COMMITMENT DENIAL FOR YEAR 2006-2007

September 25, 2006

USAC
Schools & Libraries Division- Correspondence Unit
100 S. Jefferson Road
P.O. Box 902
Whippany, NJ 07981

THIS IS AN APPEAL REGARDING THE FUNDING COMMITMENT DENIAL FOR YEAR 2006-2007.

The following is the person most readily available to discuss this appeal:

Susan Gardner
Easton Area Public Library
515 Church St.
Easton, PA 18042
610-258-2917 x383 phone
610-253-2231 fax
susang@eastonpl.org

**I am appealing the denial of the funding of internet service at the Easton Area
Public Library for the amount of \$20173.44.**

Appellant Name: Easton Area Public Library
Appellant Name: Easton Area Public Library
Service Provider Name: US LEC
Applicant BEN and Service Provider Identification #: BEN125913
SPIN 143010240

Form 471 Application Number 498298 as assigned by USAC
Funding Commitment Decision Letter for Funding Year 2006: enclosed, please read
Exact Text or the Decision that you are Appealing: "The contract expiration date on
Form 471 for the current funding year has changed from what was reported on the
previous year's Form 471".

Susan M. Gardner

Susan M. Gardner
Coordinator of Adult Services



Universal Service Administrative Company
Schools & Libraries Division

FUNDING COMMITMENT DECISION LETTER
(Funding Year 2006: 07/01/2006 - 06/30/2007)

September 19, 2006

Susan M. Gardner
EASTON AREA PUBLIC LIBRARY
515 CHURCH STREET
EASTON, PA 18042

Re: Form 471 Application Number: 498298
Billed Entity Number (BEN): 125913
Billed Entity FCC RN: 0011695228
Applicant's Form Identifier: INTERN0607

Thank you for your Funding Year 2006 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$20,173.44 is "Denied."

Please refer to the Report on the page following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file Form 486 (Receipt of Service Confirmation Form). A guide that provides a definition for each line of the Report precedes the Report.

A list of Important Reminders and Deadlines is included with this letter to assist you throughout the application process.

NEXT STEPS

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements
- Review CIPA requirements
- File Form 486
- Invoice USAC using the Form 474 (service provider) or Form 472 (Billed Entity) - as products and services are being delivered and billed

TO APPEAL THIS DECISION:

If you wish to appeal a decision in this letter, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
 - Appellant name,
 - Applicant name and service provider name, if different from appellant,
 - Applicant BEN and Service Provider Identification Number (SPIN),
 - Form 471 Application Number 498298 as assigned by USAC,
 - "Funding Commitment Decision Letter for Funding Year 2006," AND
 - The exact text or the decision that you are appealing.